

<i>SERFF Tracking Number:</i>	<i>UTCX-125360856</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Utica Mutual Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#? \$50</i>
<i>Company Tracking Number:</i>	<i>CMLAR09329CGF01</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non- Liability</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
<i>Product Name:</i>	<i>Commercial Multiple Lines</i>		
<i>Project Name/Number:</i>	<i>Commercial Multiple Lines/CMLAR09329CGF01</i>		

## Filing at a Glance

Companies: Utica Mutual Insurance Company, Graphic Arts Mutual Insurance Company		
Product Name: Commercial Multiple Lines	SERFF Tr Num: UTCX-125360856	State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability	SERFF Status: Closed	State Tr Num: #? \$50
Sub-TOI: 05.0003 Commercial Package	Co Tr Num: CMLAR09329CGF01	State Status: Fees verified
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author: SPI UticaNational	Disposition Date: 11/19/2007
	Date Submitted: 11/15/2007	Disposition Status: Approved
Effective Date Requested (New): 05/01/2008		Effective Date (New): 05/01/2008
Effective Date Requested (Renewal):		Effective Date (Renewal): 05/01/2008

## General Information

Project Name: Commercial Multiple Lines	Status of Filing in Domicile: Pending
Project Number: CMLAR09329CGF01	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 11/19/2007	
State Status Changed: 11/19/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

Our company(s) would like to introduce a new optional endorsement to provide Violent Event Expense Coverage. This endorsement provides a variety of coverages to address exposures related to catastrophic violent crisis situations that require response and intervention by a law enforcement agency to control and conclude the disturbance. This coverage will be used with educational institutions and religious institution risks.

## Company and Contact

SERFF Tracking Number: UTCX-125360856 State: Arkansas  
 First Filing Company: Utica Mutual Insurance Company, ... State Tracking Number: #? \$50  
 Company Tracking Number: CMLAR09329CGF01  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
 Liability  
 Product Name: Commercial Multiple Lines  
 Project Name/Number: Commercial Multiple Lines/CMLAR09329CGF01

### Filing Contact Information

Linda Lape, Senior State Filings Coordinator linda.lape@uticanational.com  
 180 Genesee Street (315) 734-2098 [Phone]  
 New Hartford, NY 13413 (315) 734-2252[FAX]

### Filing Company Information

Utica Mutual Insurance Company	CoCode: 25976	State of Domicile: New York
180 Genesee Street	Group Code: 201	Company Type:
New Hartford, NY 13413	Group Name: Utica National Insurance Group	State ID Number:
(315) 734-2000 ext. [Phone]	FEIN Number: 15-0476880	

Graphic Arts Mutual Insurance Company	CoCode: 25984	State of Domicile: New York
180 Genesee Street	Group Code: 201	Company Type:
New Hartford, NY 13413	Group Name: Utica National Insurance Group	State ID Number:
(315) 734-2000 ext. [Phone]	FEIN Number: 13-5274760	

### Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0000006914	\$50.00	11/14/2007

*SERFF Tracking Number:* UTCX-125360856 *State:* Arkansas  
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*Project Name/Number:* Commercial Multiple Lines/CMLAR09329CGF01

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	11/19/2007	11/19/2007

SERFF Tracking Number:	UTCX-125360856	State:	Arkansas
First Filing Company:	Utica Mutual Insurance Company, ...	State Tracking Number:	#? \$50
Company Tracking Number:	CMLAR09329CGF01		
TOI:	05.0 Commercial Multi-Peril - Liability & Non-Sub-TOI:		05.0003 Commercial Package
	Liability		
Product Name:	Commercial Multiple Lines		
Project Name/Number:	Commercial Multiple Lines/CMLAR09329CGF01		

## Disposition

Disposition Date: 11/19/2007

Effective Date (New): 05/01/2008

Effective Date (Renewal): 05/01/2008

Status: Approved

Comment:

This filing is approved contingent on receiving the filing fees the company indicates in the filing that they have sent.

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
	Violent Event Expense Coverage	Approved	Yes

SERFF Tracking Number: UTCX-125360856 State: Arkansas

First Filing Company: Utica Mutual Insurance Company, ... State Tracking Number: #? \$50

Company Tracking Number: CMLAR09329CGF01

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: Commercial Multiple Lines

Project Name/Number: Commercial Multiple Lines/CMLAR09329CGF01

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Violent Event Expense Coverage	8-E-3633	Ed. 07-2007	Endorsement/Amendment/Conditions		0.00	8-E-3633.PDF

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIOLENT EVENT EXPENSE COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **SCHEDULE\***

<b>Revised Limits</b>	
<b>Business Income And Extra Expense Aggregate Limit</b>	\$
<b>Violent Event Aggregate Limit</b>	\$
<b>Each Violent Event Limit</b>	\$
<b>Each Person Violent Event Limit</b>	\$

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The changes described herein apply only with respect to this endorsement. All provisions of the Policy apply unless modified by this endorsement. This endorsement only covers Business Income and certain expenses because of a "violent event". This endorsement does not provide any liability coverage or coverage for the cost or expense of defending any claim or suit.

- I. In the Commercial Property Coverage Part, the following changes apply to the Business Income (And Extra Expense) Coverage Form:
- A. Covered Causes Of Loss** means a "violent event".
- B.** We will pay for the actual loss of Business Income you sustain and Extra Expense you incur due to the necessary "suspension" of your "operations" because of a "violent event" which occurs at a premises described in the Declarations. Unless a higher Business Income And Extra Expense Aggregate Limit is shown in the Schedule, the most we will pay under this coverage is \$50,000 per policy term. Regardless of the number of "violent events", the Business Income And Extra Expense Aggregate Limit is the most we will pay for the total of all loss of Business Income and Extra Expense arising out of all "violent events" which take place in a 12-month period (starting with the beginning of the present annual policy period).
- C.** This coverage begins on the date of the "violent event" and ends on the earlier of:
1. 60 consecutive days after the date of the "violent event"; or
  2. The date you restore "operations" at the described premises to the level that would have existed had no covered "violent event" occurred.
- The 72-hour time period in the definition of "period of restoration" does not apply.
- D.** Any coverage for Extra Expense does not apply to "individual violent event expenses" or "institutional violent event expenses" due to a "violent event".
- E.** Under **Loss Conditions**, your duties described under **Duties In The Event Of Loss** also apply to a "violent event".

**II. In the Commercial General Liability Coverage Form:**

**A. The following Supplemental Coverage is added to Section I - Coverages:**

**Limited Violent Event Expense Coverage**

**1. Insuring Agreement**

- a. We will pay for "individual violent event expenses" and "institutional violent event expenses" due to a "violent event" to which this insurance applies. Regardless of your legal liability, this insurance applies to a "violent event" which occurs:

- (1) During the policy period;
- (2) At a premises you own, rent or occupy; and
- (3) During the course and scope of your normal business activities.

**2. Exclusions**

In addition to all exclusions or limitations applicable to the Commercial General Liability Coverage Form, the following additional exclusions apply:

This insurance does not apply to:

- a. Nuclear reaction or radiation, or radioactive contamination, however caused.
- b. "Individual violent event expenses" or "institutional violent event expenses" incurred by the perpetrator(s) of the "violent event".
- c. "Individual violent event expenses" or "institutional violent event expenses" incurred by any law enforcement, emergency services, or other civil authority personnel or agency that responded to the "violent event".
- d. "Property damage" including any consequential loss or loss of use of that property or loss of use of tangible property that is not physically injured.
- e. Any legal fees, costs, judgments, or settlements.

**3. Limits of Insurance**

- a. Unless higher limits are shown in the Schedule, the Violent Event Aggregate Limit is \$250,000. The Violent Event Aggregate Limit is the most we will pay for the total of all "individual violent event expenses" and "institutional violent event expenses" arising out of all "violent events" during the policy period.

The Violent Event Aggregate Limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months.

In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit of insurance.

- b. Unless higher limits are shown in the Schedule, the Each Violent Event Limit is \$100,000. The Each Violent Event Limit is the most we will pay for the total of all "individual violent event expenses" and "institutional violent event expenses" arising out of any one "violent event".
- c. Subject to a. and b. above, unless a higher Each Person Violent Event Limit is shown in the Schedule, the most we will pay for all "individual violent event expenses" sustained by any one person is \$10,000.

**4. Death Benefit**

Subject to the applicable Limits of Insurance above, upon the death of any person caused by a "violent event" to which this coverage applies, the Company will pay to the estate of such person a death benefit of \$5,000.

**B. Under Section I - Coverages, the following is added as the final paragraph of Coverage C Medical Payments:**

Medical Payments coverage does not apply to "individual violent event expenses" or "institutional violent event expenses" due to a "violent event".



C. The following changes apply to Section IV -  
**Commercial      General      Liability**  
**Conditions:**

1. **Duties In The Event Of Occurrence, Claim Or Suit** is replaced by the following:

**Duties In The Event Of A Violent Event**

a. You must see to it that we are notified as soon as practicable of any "violent event". To the extent possible, notice should include:

- (1) How, when and where the "violent event" took place; and
- (2) The names and addresses of the involved person(s) and any witnesses.

You must see to it that we receive written notice of the "violent event" as soon as practicable.

b. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the "violent event";
- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in our investigation of the "violent event".

2. The following Conditions are added:

a. **Payment Of Claim**

Any payment under this coverage is not an admission of liability by any insured or us.

b. **Proof Of Claim And Expenses**

Upon request by the Company, any person making a claim for benefits under this coverage or that person's assignee or representative must:

- (1) Execute a written proof of claim under oath including full particulars of the nature and extent of the injuries and treatment received and contemplated;
- (2) As may reasonably be required submit to examinations under oath by any person named by the company and subscribe the same;

(3) Provide authorization that will enable the Company to obtain medical records;

(4) Provide any other pertinent information that may assist the Company in determining the amount due and payable; and

(5) Submit to medical examination, at our expense, by physicians of our choice as often as we reasonably require.

III. The following definitions apply to the coverage provided by this endorsement:

A. "Individual violent event expenses" means those reasonable and necessary expenses listed below that are directly due to and incurred because of a covered "violent event":

1. First aid or emergency care at the time of the "violent event";
2. Ambulance, hospital, medical, surgical, nursing, X-Ray and dental services, including prosthetic devices;
3. Professional individual counseling services for up to 60 days after a "violent event"; or
4. Funeral expenses.

B. "Institutional violent event expenses" means those reasonable and necessary expenses listed below that are incurred by the Named Insured and directly due to and incurred because of a covered "violent event":

1. Fees paid to an independent public relations agency;
  2. Fees paid to an independent security services agency;
  3. Additional transportation costs; or
  4. Professional group counseling services.
- Coverage for these expenses applies for up to 60 days after the "violent event".

C. "Violent event" means the intentional, unlawful:

1. Causing or threat to cause "bodily injury" to another person or persons; or
2. Holding or threat to hold another person or persons hostage under the threat of causing them "bodily injury";

which results in response and intervention by a law enforcement agency to suppress, control, and conclude the disturbance.

<i>SERFF Tracking Number:</i>	<i>UTCX-125360856</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Utica Mutual Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#? \$50</i>
<i>Company Tracking Number:</i>	<i>CMLAR09329CGF01</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non-</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>Commercial Multiple Lines</i>		
<i>Project Name/Number:</i>	<i>Commercial Multiple Lines/CMLAR09329CGF01</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: UTCX-125360856 State: Arkansas  
First Filing Company: Utica Mutual Insurance Company, ... State Tracking Number: #? \$50  
Company Tracking Number: CMLAR09329CGF01  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: Commercial Multiple Lines  
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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:**  
Approved 11/19/2007

**Comments:**  
**Attachments:**  
AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF  
AR - NAIC FORM FILING SCHEDULE.PDF

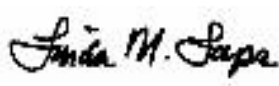
## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

<b>3. Group Name</b>	Utica National Insurance Group				<b>Group NAIC #</b>	0201
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
Utica Mutual Insurance Company	NY	25976	15-0476880			
Graphic Arts Mutual Insurance Company	NY	25984	13-5274760			

<b>5. Company Tracking Number</b>	CMLAR09329CGF01
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Linda M. Lape, MSM, CPCU 180 Genesee Street New Hartford NY 13413	Senior State Filings Coordinator	800-274-1914 Ext. 2098	315-734-2252	linda.lape@uticanational. com
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>	Linda M. Lape, MSM, CPCU			

**Filing Information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	05.0 Commercial Multi-Peril - Liability & Non-Liability			
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	05.0003 Commercial Package			
<b>11. State Specific Product code(s) (if applicable) [See State Specific Requirements]</b>				
<b>12. Company Program Title (Marketing Title)</b>	Violent Event Expense Coverage			
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14. Effective Date(s) Requested</b>	New:	05/01/2008	Renewal:	05/01/2008
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>16. Reference Organization (if applicable)</b>				
<b>17. Reference Organization # &amp; Title</b>				
<b>18. Company's Date of Filing</b>	11/15/2007			
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

**Property & Casualty Transmittal Document**

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	CMLAR09329CGF01
<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

Our company(s) would like to introduce a new optional endorsement to provide Violent Event Expense Coverage. This endorsement provides a variety of coverages to address exposures related to catastrophic violent crisis situations that require response and intervention by a law enforcement agency to control and conclude the disturbance. This coverage will be used with educational institutions and religious institution risks.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p><b>Check #:</b> 0000006914 <b>Amount:</b> \$50.00</p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>	

\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided **ONLY** when making a filing that includes forms)  
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	CMLAR09329CGF01
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A
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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Violent Event Expense Coverage	8-E-3633 Ed. 07-2007	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		